



ELLEN PATTERSON, ESQ.
EMAIL: EP@LKLSG.COM
DIRECT LINE: 305.722.8996

February 8, 2023

**ATTORNEY-CLIENT COMMUNICATION: THIS DOCUMENT AND ITS CONTENTS
CONSTITUTE LEGALLY PRIVILEGED INFORMATION**

Perland Title & Escrow Services Corp.
Judith M. Peraza, LL.M. Senior Title Agent
9100 S. Dadeland Blvd., Suite 500
Miami, FL 33156
Email: judy@perlandtitle.com

NEW CLIENT RETAINER LETTER/RETENTION AGREEMENT

**Re: Interpleader of Deposit from cancelled Contract for Sale and Purchase of
1643 Brickell Ave., Unit 2101, Miami, FL 33129, between Autonomy
Investment Puerto Rico, LLC, as Seller and Ulla Holding, Inc., as Buyer**

Dear Ms. Peraza:

This letter shall confirm the terms of the retention of Levine Kellogg Lehman Schneider + Grossman LLP (the "Firm") by you to represent you and/or your title company, Perland Title & Escrow Services Corp. ("Perland Title") (hereinafter collectively the "Client" or "you"), and to provide you with legal advice, counsel and assistance in connection with the filing, administration and/or litigation of an interpleader action, seeking to deposit funds from a failed real estate transaction into the court registry. More specifically, based on our communications, I understand that your office was to serve as closing agent for Ulla Holding, Inc.'s purchase of the real property located at 1643 Brickell Ave., Unit 2101, Miami, FL 33129 from Autonomy Investment Puerto Rico, LLC. However, a dispute arose between the Buyer and the Seller, and the transaction did not close. The parties are now disputing who should receive the \$100,000 deposit being held by Perland Title. Perland Title wishes to remove the funds from its trust/escrow account and deposit same into the court registry, pending the court's determination of which party should receive the deposit.

Client Availability

In order to properly represent you, you agree to keep the Firm advised of your current telephone numbers and e-mail addresses. You also agree to provide your mailing addresses.

Fee Determination

In consideration for the Firm representing you, you have agreed to pay the Firm's

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attorneys' fees based on the time expended by the lawyers and paralegals of the Firm on your matter. I have agreed to assist with the above-described matter for a flat fee of **\$3,500, plus costs/expenses**. However, if and should the matter become contested, services would proceed from that point forward based on an hourly fee of \$350.00/hour. The good news is that case law supports your recovery of fees and costs for the interpleader from the funds at issue.

I will have principal responsibility for representing you, but I may work with other attorneys and paralegals of the Firm on your case, depending on need. Attached is a list of the Partners, Associates, Of Counsel and Paralegals of the Firm and their current hourly rates. At the beginning of each year, the Firm reviews the hourly rates it charges for legal services by the Firm's attorneys and paralegals and the Firm increases the hourly rates for many of its attorneys and paralegals at that time. However, as agreed, you will be charged a flat fee, regardless of any assistance that may be provided by other attorneys or paralegals of the firm.

In retaining the Firm, you also agree to pay the Firm's expenses incurred in connection with the Firm rendering legal services to you. Such expenses may include filing fees (*filing fee estimated between \$395-\$410*), recording fees, service of process charges, certified copy fees, photocopying expenses, staff overtime, when needed, courier service fees, postage, title searches, transcripts, Westlaw online legal research expenses, court fees, expert's and consultant's fees and expenses, incoming facsimiles, e-discovery charges and/or travel expenses, if any. In many cases, these expenses are simply advanced by the Firm, but charged by third parties over whom the Firm has no control and in which the Firm has no interest. Indeed, if requested by the Firm, you agree to make prompt direct payment to the vendor for such expenses and not require the Firm to advance payment on your behalf.

Billing and Invoices


The Firm's attorneys' fees and expenses will be billed to you each month and the Firm's statements shall contain a description of the time expended by each attorney and paralegal of the Firm, a description of the services rendered by each attorney and paralegal of the Firm, and an itemized list of the expenses incurred by the Firm. Payment in full of the Firm's statements for legal services is due when the statement is received by you.

Should the Firm request that you pay it additional retainer funds, upon such request, you agree to promptly advance such additional retainer funds to the Firm and all retainer funds advanced may be deposited by the Firm in its general operating account and need not be held in the Firm's trust account. If the Firm requests that you advance additional retainer funds and you fail to promptly advance additional funds as requested by the Firm, or if you fail to timely pay the Firm's statements, then after reasonable written notice to you, the Firm shall have the right to terminate its representation of you, including withdrawing as counsel for you in any legal

LEVINE KELLOGG LEHMAN SCHNEIDER + GROSSMAN LLP

Miami Office:
Miami Tower
100 SE 2nd Street, Suite 3600
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Orlando Office:
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Orlando, FL 32809



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proceeding in which the Firm represents you. In the event of such default in payment, the Firm shall have the right to apply any retainer funds against any amounts due by you to the Firm, without prejudice to the right of the Firm to withdraw from representation of you and seek payment of any amounts due.

Upon termination of the employment of the Firm, you agree to pay the Firm's unpaid attorneys' fees and expenses to the date of termination. If, after termination of employment of the Firm, you still owe attorneys' fees and expenses to the Firm, and the Firm must resort to its legal remedies to collect such fees and expenses, then you agree that the prevailing party in any such action shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorneys' fees and expenses. You agree that if, during the course of the Firm's representation of you, the Firm recovers and is in possession of the Client's money or other property, the Firm shall have a charging lien on such money and property to pay the Firm's unpaid attorneys' fees and expenses and, after reasonable notice to you, may apply Client money in the Firm's possession for payment of the Firm's unpaid attorneys' fees and expenses.

The Firm shall have no responsibility or liability in case of failure or suspension of the financial institution holding the Client's funds in the Firm's trust account. The Firm maintains its trust accounts at Amerant. If the Client prefers the Firm deposit Client's funds in a different financial institution, Client shall notify the Firm in writing of the Client's preferred financial institution.

Conflicts and Waiver

Because of the Firm's size, the Firm may be asked to represent someone whose interests may be adverse to you. The Firm is accepting this engagement on the understanding that our representation of you will not preclude the Firm from accepting any other engagement from any existing or new client that is unrelated to this assignment. You consent to the Firm representing another client if such representation is adverse to the interests of the Client provided that (i) the representation will not adversely affect the Firm's responsibilities to and relationship with the Client and the other client, (ii) such engagement is not substantially related to the subject matter of any services we are providing to the Client, and (iii) in accepting such other engagement, we would not impair the confidentiality of proprietary, sensitive or otherwise confidential communications the Client has made to us.

Documentation and Information

Unless requested by the Firm, do not send the Firm original Client documents; only send copies of documents to the Firm. At the conclusion of your matter, the Firm will send you all original documents, if any, in the Firm's possession. The Firm will provide you with written notification to pick up all of Client's documents related to your concluded matter, including all documents prepared or recovered during the Firm's representation of client, within a certain period

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of time, usually thirty days, or the Firm will destroy its files, including Client documents, on your concluded matter. The Firm may destroy its files on your concluded matters if you fail to timely respond to the foregoing notification.

Acknowledgement

You agree and understand that this retainer agreement represents the entire agreement between you, as the Client, and the Firm regarding the Firm's representation of you. If the Client wants to retain the Firm for representation in matters other than those described above, the Firm and the Client must reach an additional agreement regarding such new representation. Please contact me at (305)722-8996 with any questions you may have regarding this agreement or any other matter; otherwise, please indicate your acceptance of the foregoing by signing and dating a copy of this letter below and returning the signed and dated copy of this letter to me.

I look forward to assisting you with this matter.

Yours truly,

LEVINE KELLOGG LEHMAN SCHNEIDER
+ GROSSMAN, LLP

/s/ Ellen Patterson
Ellen Patterson, Esq.

Receipt and Acceptance of Retainer Letter/Retention Agreement

I acknowledge and accept the terms of this retainer letter.

By: 
Judith Peraza, individually and as authorized agent for Perland Title & Escrow Corp.

Address: 9100 S DANELAND BLVD. Suite 500
Miami, FL 33156
Cell Phone Number: 786 210 8570 - off 305 846 78 80
Email Address: JUDY@PERLANDTITLE.COM
Date: 2/10/23

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Levine Kellogg Lehman Schneider + Grossman LLP

2023 Billing Rates

PARTNERS	RATES
E. BOHANNON	620.00
M. DIAZ-CORTES	565.00
S. GROSSMAN	845.00
J. KELLOGG	845.00
L. KELLOGG	985.00
J. LIMA	775.00
M. McGUANE	650.00
E. PATTERSON	775.00
V. PETRESCU	650.00
J. SCHNEIDER	970.00
B. SOUCY	635.00
S. TRABAND	870.00
V. WILSON	620.00

ASSOCIATES	RATES
G. LIEVANO	505.00
P. SITARAS	410.00

OF COUNSEL	RATES
T. LEHMAN	970.00
D. LEVINE	970.00

PARALEGALS	RATES
A. SALAZAR	360.00

